

**AGREEMENT TO CONSTRUCT BLACK WROUGHT IRON FENCE
FOR FRISCO 1 PUMP STATION**

This Agreement ("Agreement") is made and entered into this the ____ day of _____, 2009, by the **City of Frisco, Texas**, a Texas home-rule municipal corporation ("City"), and **Sunnyvale Fence Company**, a Texas Corporation ("Contractor").

WITNESSETH:

WHEREAS, City issued Competitive Sealed Bid No. 0901-011, seeking competitive sealed bids for the construction of a black wrought iron fence for Frisco 1 Pump Station, which is attached hereto as **Exhibit "A"** and incorporated herein in its entirety by reference for all purposes ("Bid Request"); and Addendum #1.

WHEREAS, Contractor timely submitted a sealed bid to provide for the construction of a black wrought iron fence for Frisco 1 Pump Station in response to the Bid Request, which is attached hereto as **Exhibit "B"** and incorporated herein in its entirety by reference for all purposes ("Submittal").

WHEREAS, City has selected Contractor to provide the services sought in the Bid Request.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. **Scope of Services.**

The Contractor shall provide such services, equipment and supplies, which is attached hereto as **Exhibit "C"** and incorporated herein in its entirety by reference for all purposes ("Scope of Services"), upon the terms and conditions set forth in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents.

2. **Term.**

This Agreement shall be completed within two (2) calendar months from the date the Contractor receives a permit to commence construction from the City. This Agreement may be terminated by the City at any time upon providing fifteen (15) days advance written notice to Contractor of the termination date.

3. **Agreement Documents.**

The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in this Agreement:

A. This Agreement;

- B. The Bid Request, including Bid Clarification dated January 29, 2009, attached hereto as Exhibit "A";
- C. The Submittal attached hereto as Exhibit "B"; and
- D. The Scope of Services attached hereto as Exhibit "C".

This Agreement shall incorporate the terms of the Bid Request in its entirety. To the extent that Exhibit "A" or Exhibit "B" or Exhibit "C" are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit "A", shall prevail in that order, followed by Exhibit "B", and then Exhibit "C".

4. Entire Agreement.

The Agreement Documents contain the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

5. Insurance.

The Contractor shall procure and keep in full force and effect throughout the term of this Agreement all of the insurance policies specified in, and required by, the Agreement Documents.

6. Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

7. Indemnity.

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS PARAGRAPH), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS PARAGRAPH) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE CITY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS,

WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY OWNER IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CITY'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CITY'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. OWNER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF OWNER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8. Consideration.

This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

9. Venue.

This Agreement shall be construed under and in accordance with the laws of the State of Texas and venue shall be only in Collin County, Texas, where the services shall be paid for.

10. Binding Effect.

This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns

when permitted by this Agreement.

11. Ordinances.

Except as specifically provided in the Agreement Documents, the parties agree that contractor shall be subject to all Ordinances of the City, whether now existing or in the future arising.

12. Authority to Execute.

The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

13. Assignment.

This Agreement may not be assigned.

14. Sovereign Immunity.

The Parties agree that the City has not waived its sovereign immunity by entering into and performing their obligations under this Agreement, except as to Chapter 271, Subchapter I of the Local Government Code.

15. Notice.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: Sunnyvale Fence
2141 E. US Hwy 80
Forney TX. 75126

If to City, to: City of Frisco
Attn: City Manager
6101 Frisco Square Blvd.
Frisco, Texas 75034

16. Severability.

In case any one or more of the provisions contained in this Agreement shall for any

reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

17. Representations.

Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

18. Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals as of the date listed above.

CITY OF FRISCO, TEXAS,
a Texas home-rule municipality

By: _____
George Purefoy, City Manager

ATTEST:

Ron Patterson, Interim City Secretary

[CONTRACTOR],
a Texas Sunnyvale Fence

By: David Bagg

Printed Name: DAVID BAGG

Its: VP-Sales

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **George Purefoy**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the City Administrator and duly authorized representative for the **City of Frisco, Texas** and he executed said instrument for the purposes and consideration therein expressed.

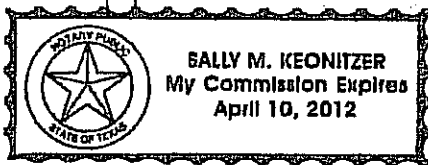
GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2009.

Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF Kent §

BEFORE ME, the undersigned authority, on this day personally appeared DAVID BREEB, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the VP Sales and duly authorized representative for [CONTRACTOR], a Texas Corporation and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3 day of February, 2009.



[Signature]
Notary Public in and for the State of Texas
My Commission Expires: 4-10-12

Exhibit "A"
BID REQUEST

[__ pages attached hereto]



GENERAL INFORMATION
CITY OF FRISCO, TEXAS

COMPETITIVE SEALED BID NO. 0901-011

**REBID OF BLACK WROUGHT IRON FENCE FOR FRISCO 1 PUMP
STATION**

~~~~~  
DOCUMENTS ARE DUE TO THE OFFICE OF THE PURCHASING MANAGER  
PRIOR TO:

***JANUARY 29, 2009@ 2:00PM***  
***NO LATE BIDS WILL BE ACCEPTED***

**ORIGINAL AND ONE COPY REQUIRED**  
~~~~~

**DOCUMENTS
MAY BE DELIVERED OR
MAILED TO:**

**CITY OF FRISCO
TOM JOHNSTON,
PURCHASING MANAGER
6101 Frisco Square Blvd.,
FRISCO, TX 75034**

**PRE-BID MEETING
CITY OF FRISCO CITY HALL
6101 FRISCO SQUARE BLVD
FRISCO, TX 75034 ROOM C116
01/16/2009@10:00 AM**

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

**Tom Johnston C.P.M.
Purchasing Manager
tjohnston@friscotexas.gov
972 292 5540**

**Jean Stelatella
Buyer
jestelatella@friscotexas.gov
972 292 5541**



CITY OF FRISCO

COMPETITIVE SEALED BID NUMBER 0901-011

REBID OF A BLACK WROUGHT IRON FENCE FOR FRISCO 1 PUMP STATION LOCATED AT 6309 CUSTER ROAD, FRISCO, TEXAS 75034

BIDDER MUST SUBMIT ORIGINAL BID PLUS ONE "COPY" TO FACILITATE EVALUATION. IF A "COPY" IS NOT SUBMITTED WITH THE ORIGINAL, YOUR BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

The City of Frisco (the "City") is accepting Competitive Sealed Bids for the rebid of an 8 Foot Tall Punched Spear Top Powder Coated Black Wrought Iron Fence with 13 columns and one (1) manually operated 20 foot sliding gate to be installed at Frisco 1 Pump Station, 6309 Custer Road, Frisco, Texas 75034 (Adjoining the Hunter's Creek Subdivision).

A Pre-Bid Meeting is scheduled on 1/16/2009 at 10:00 AM in Conference Room C116 at Frisco City Hall, 6101 Frisco Square Blvd., Frisco, Texas 75034. The City is not conducting a pre-bid site visit for this bid. It is the vendor's responsibility to visit the construction site prior to submitting a bid. Directions to the site from Frisco City Hall are as follows:

Coleman to Main Street. Turn right or travel east on Main Street to Preston Road. Cross over Preston Road, continue traveling east until you get to Custer Road (approximately 6 miles). Turn right or travel south on Custer Road for approximately 1.5 miles until you pass Hunters Creek subdivision. If you reach highway 121 you have passed the Pump Station. Right beyond the Hunters Creek subdivision on the right hand side of the road there is a black asphalt driveway. Turn right onto the black asphalt driveway until you reach a blue gate. Above the blue gate on a pole on the right hand side of the road is the Custer Road Pump Station sign.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

Bid must be received by January 29, 2009 at 2:00 PM BY THE PURCHASING MANAGER'S OFFICE. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.

Bids will be publicly opened and read at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on January 29, 2009 at 2:05 PM.

Write the competitive sealed bid number 0901-011, Rebid of a Black Wrought Iron Fence for Frisco 1 Pump Station and the name of your organization on the outer envelope.

Bids are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a bid. The City reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the City.

SEE ATTACHED SPECIFICATIONS/BID FORM

The successful bidder may be required to execute a written contract.

GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids/proposals and become a part of the terms and conditions of any bid/proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

BIDDING

2. FORM: Bidders must submit original and one (1) copy of the sealed bid/written quote/proposal to the Purchasing Manager prior to response due date/time. Failure to submit the additional copy may result in the bid being declared unresponsive to specification and may not be further evaluated.
3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.
9. ALTERING/WITHDRAWAL OF BIDS: Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be

withdrawn after opening time without first submitting a written reason to the Purchasing Manager and obtaining the Purchasing Manager's approval.

10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.
11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
12. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
14. BID OPENINGS: All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, www.friscotexas.gov. If you have any questions, please contact the City of Frisco, Purchasing Division, at (972) 292-5541.
16. PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by

law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. **BID AWARD:** The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.
18. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - A. Have adequate financial resources or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
21. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
22. **TESTING:** An Manager so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
23. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
24. **DELIVERY:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

25. **TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
26. **PATENT RIGHTS:** The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

27. **PURCHASE ORDERS:** A purchase order(s) shall be generated by the City Purchasing Manager to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
28. **BID SECURITY/BOND REQUIREMENTS:** If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
29. **FUNDING:** The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
30. **TAXES:** The City is exempt from Federal Manufacturer's Excise, and State sales taxes. **TAX MUST NOT BE INCLUDED IN BID PRICING.** Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
31. **PAYMENT TERMS:** Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.
32. **INVOICES:** Invoices must be submitted by the successful bidder in duplicate to the City of Frisco, Finance Division, 6101 Frisco Square Blvd., Frisco, Texas 75034.

CONTRACT

33. **CONTRACT PERIOD/RENEWAL OPTIONS:** In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.

34. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.
35. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
36. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City and all its officers, Managers and employees and all entities, their officers, Managers and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any Manager, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
37. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.
38. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Purchasing Manager or designated representative.
39. **REMEDIES:** The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
40. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.

41. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
42. **NO PROHIBITED INTEREST:** The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services....."
42. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
43. **DISCLOSURE OF CERTAIN RELATIONSHIPS**
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov.

By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

44. **BONDING REQUIREMENTS**

Bids must be accompanied by a cashiers check or certified check upon a national bank, or a bid bond from a reliable surety company in an amount not less than five percent (5%) of the total maximum bid price, as a guarantee that the bidder will enter into a contract and execute a performance bond and a payment bond within (10) days after notice of award of contract to him. A performance bond will be required for all contracts over \$100,000.00 and a payment bond will be required for all contracts over \$25,000.00. A separate maintenance bond may be required for all contracts less than \$100,000.00. Otherwise, it is included with the performance bond. Payment bonds are to be for one hundred percent (100%) of the contract price. **A five percent (5%) BID BOND or CASHIERS CHECK must be submitted with the bid package.**

Vendors must meet the City's Insurance Requirements. No exceptions will be made regarding the coverages required.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, Managers, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages)
Liquor Liability with a minimum of \$1 Million

Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Supplemental Information

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

AFFIDAVIT OF NO PROHIBITED INTEREST

(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: _____

Title of Officer: _____

Signature of Contractor: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS *

*

COUNTY OF COLLIN *

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____, 2008.

Signature of Notary Public in and for the State of Texas

STAMP

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship ☐ YES ☐ NO
2. Partnership ☐ YES ☐ NO
3. Corporation ☐ YES ☐ NO

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

☐ NO ☐ YES If yes, specify (☐) MBE (☐) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ☐ NO ☐ YES

If yes, specify governmental agency: _____

Date of certification: _____

For explanation please see Terms and Conditions Item #43

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY Date Received
1	Name of person doing business with local governmental entity.	
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3	Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.	

4	<p>Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.</p>
---	---

Adopted 11/02/2005

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

- 5** Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

BIDDER REMINDER LIST:
REQUESTED DOCUMENTATION INCLUDED?
ORIGINAL AND ONE (1) COPY INCLUDED?
ALL BLANKS COMPLETED ON THIS BID FORM?
COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURE?

SPECIFICATION FOR BID #0901-011

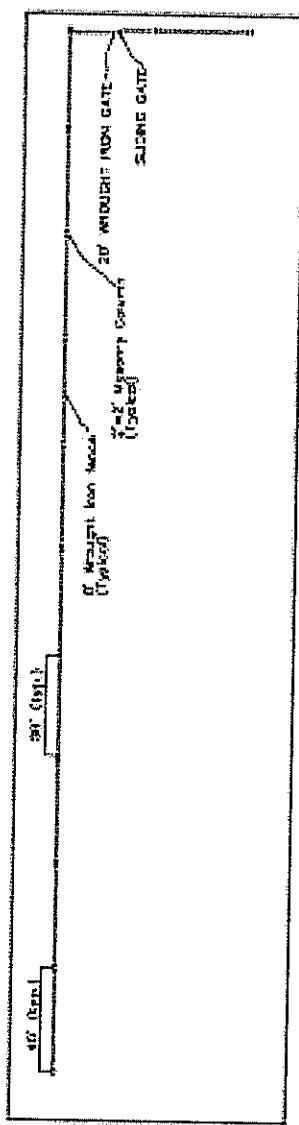
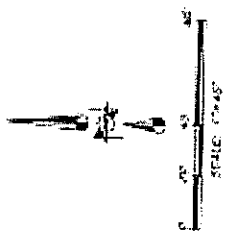
CITY OF FRISCO 8 FOOT TALL PUNCHED SPEAR TOP POWDER COATED BLACK WROUGHT IRON FENCE WITH 13 COLUMNS AND ONE MANUALLY OPERATED 20 FOOT SLIDING GATE FOR FRISCO 1 PUMP STATION LOCATED AT 6309 CUSTER ROAD, FRISCO, TEXAS 75034. THE VENDOR IS RESPONSIBLE FOR CALLING THE CITY (972.292.5820) FOR LINE LOCATES AND 1800.344.8377 FOR DIGG TESS BEFORE STARTING TO DIG THE PIERS FOR THE COLUMNS.

QUESTIONS REGARDING THIS BID MUST BE EMAILED TO JSTELLATELLA@FRISCOTEXAS.GOV.

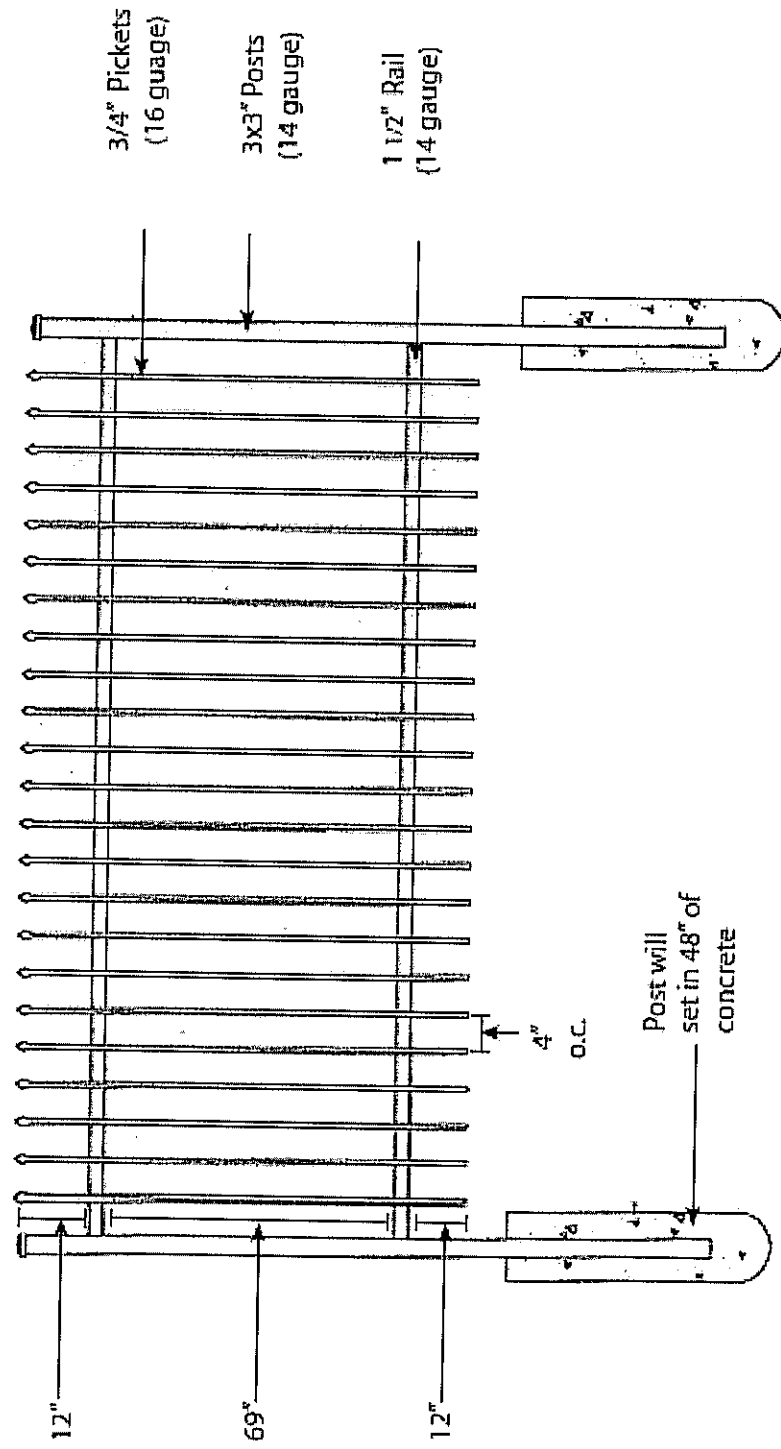
FENCE

The fence will be powdered coated black wrought iron, 8 foot tall, punched spear top, and 3 inch x 3 inch 14 gauge posts set in 48 inches of concrete. All posts will be set 8 feet on centers. Pickets will be 16 gauge 3/4 inch with twelve inches from point to top rail. There will be two (2) rails, top and bottom rails will be 14 gauge 1-1/2 inch square tubing. There will be a 12 inch wide mow strip under the fence. The overall dimensions of the fence including the gate and columns will be approximately 480 linear feet. Refer to Fence Perimeter drawing and 8 Foot Tall Punched Spear Top Drawing below. Electronic versions of the drawings can be downloaded from the website www.friscotexas.gov. Click on Departments, then Purchasing, then current bids.

3. The contractor must maintain no less than 100% General Liability Insurance with a limit of \$1,000,000. Not later than 20-01-2024.

[illegible]

8' Tall Punched Spear Top Powder Coated Black



Blank Page

COLUMNS

THE VENDOR IS RESPONSIBLE FOR CALLING THE CITY (972.292.5820) FOR LINE LOCATES AND 1800.344.8377 FOR DIGG TESS BEFORE STARTING TO DIG THE PIERS FOR THE COLUMNS.

The Design engineering firm, C&C Engineering, Inc. and the City of Frisco Project Coordinator must be present for the construction of the first column. The City of Frisco Project Coordinator will be the Point of Contact for the vendor and the Design engineering firm and is responsible for contacting and scheduling all site visits and inspections. The frequency of column inspections by the Design engineering firm will be at the discretion of the City of Frisco Project Coordinator. There will be 13 columns spaced 40 feet apart. The columns will be 2 feet x 2 feet x 8 feet, made of concrete masonry unit (CMU) concrete block with stone veneer and pre-cast concrete caps that match the color of the stone veneer in the adjoining Hunters Creek subdivision, with 3 inch x 3 inch posts on both sides of the columns. The stone veneer on the columns must match the stone veneer on the columns in the adjoining Hunters Creek subdivision. The fence will be connected to the 3 inch x 3 inch posts. Refer to Foundation Plan for the Pier and Column Design below. Electronic versions of the drawings can be downloaded from the website www.friscotexas.gov. Click on Departments, then Purchasing, then current bids.

Blank Page

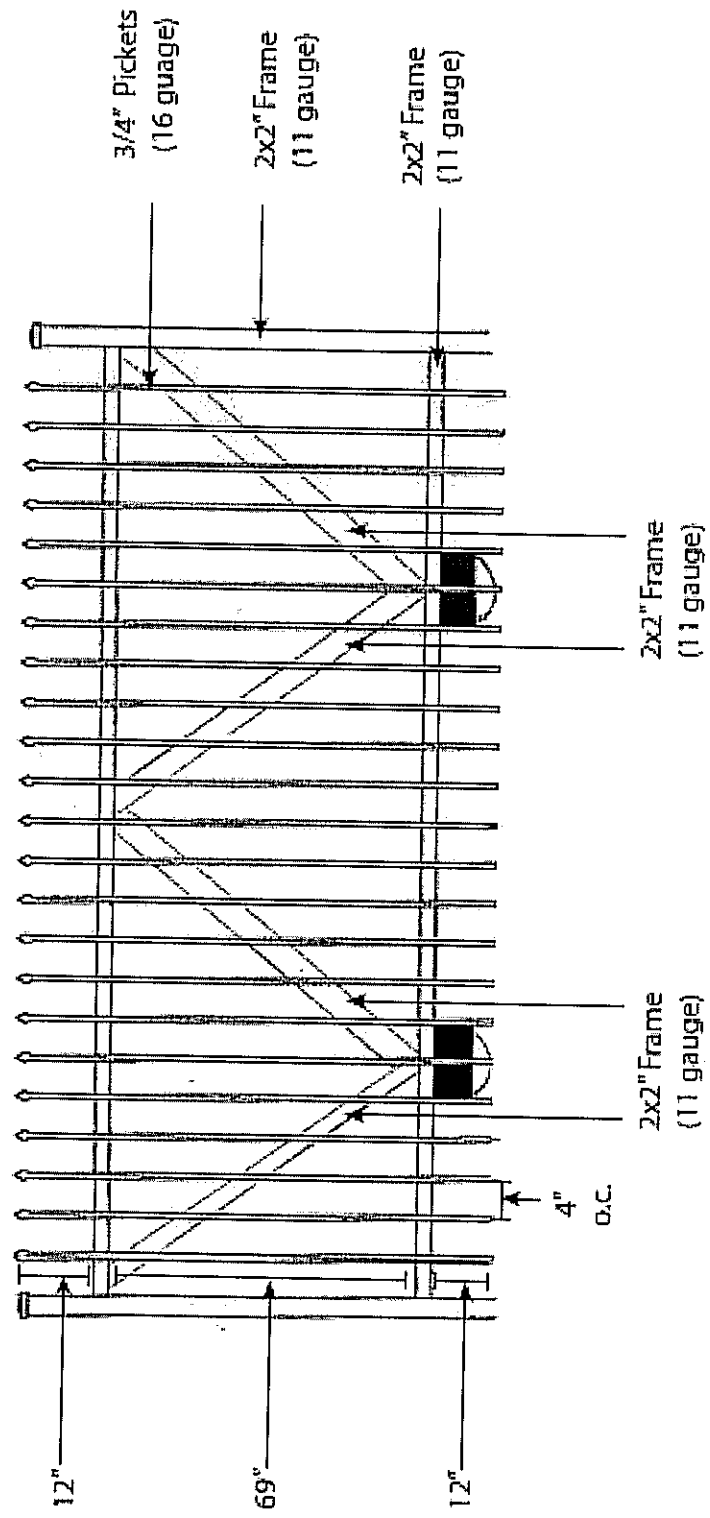
MANUAL OPERATED 20 FOOT SLIDING GATE

There will be one manual operated 20 foot sliding gate set on V-Groove, Steel Power Wheels, 6 inch x 1-3/4 inch maintenance free sealed ball bearings 5/8 inch diameter axle set with a steel V-groove box 11 gauge set on a V Track 1 inch angle 4 inch x 1/4 inch thick plate utilizing a 6 inch rubber guide roller. The gate frame and bracing will be 2 inches x 2 inches, 11 gauge with 3/4 inch 16 gauge pickets. The gate will require 3 each 4 inch x 4 inch 1/4 inch thick posts powder coated black.. Refer to the 20 Foot Long Slide Gate Drawing below. Electronic versions of the drawings can be downloaded from the website www.friscotexas.gov. Click on Departments, then Purchasing, then current bids.

20' Long Slide Gate
Powder Coated Black
(Gate requires 3 each 4"x 4x 1/4" thick posts)

Powder Coated Black
(Gate requires 3 each 4"x4"x 1/4" thick posts)

(Gate requires 3 each 4"x4x 1/4" thick posts)



INSPECTIONS

Prior to pouring concrete for the piers, the City's Design Engineer, C&C Engineering, Inc. must be contacted (972.680.2121) to schedule an inspection of the holes and the steel reinforcement bars.

BONDING REQUIREMENTS

Bids must be accompanied by a cashiers check or certified check upon a national bank, or a bid bond from a reliable surety company in an amount not less than five percent (5%) of the total maximum bid price, as a guarantee that the bidder will enter into a contract and execute a performance bond and a payment bond within (10) days after notice of award of contract to him. A performance bond will be required for all contracts over \$100,000.00 and a payment bond will be required for all contracts over \$25,000.00. A separate maintenance bond may be required for all contracts less than \$100,000.00. Otherwise, it is included with the performance bond. Payment bonds are to be for one hundred percent (100%) of the contract price. **A five percent (5%) BID BOND or CASHIERS CHECK must be submitted with the bid package**

PERMIT REQUIREMENTS

Building and Right-Of-Way permits are required. The vendor is responsible for obtaining the permits. The fees will be waived by the City

LINE LOCATES AND DIGG TESS

The vendor is responsible for calling the city (972.292.5820) for line locates and 1800.344.8377 for Digg Tess before starting to dig the piers for the columns.

FIRE HYDRANT METER

The City will provide the vendor with a fire hydrant meter.



GENERAL INFORMATION
CITY OF FRISCO, TEXAS
CITY OF FRISCO PURCHASING DIVISION

BID FORM

0901-011

Wrought Iron Fence for Frisco 1 Pump Station
Located at 6309 Custer Road, Frisco, Texas 75034

Item	Description	Cost
1	Black Wrought Iron Fence with 13 Columns & One (1) Manually Operated Gate	

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation For Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder: _____

Address of Bidder: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

By: _____ (print name) Cash Discount Terms: _____

Title: _____ Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____

Addendum #1 Continued

Vendors who may have already submitted a bid and feel this addendum may change their bid price, may pick up their bid, and return it by the closing date. If picking up the bid is not feasible, any new bid submitted by your firm will supersede one previously submitted.

Acknowledge receipt of this addendum by initialing in the appropriate space on the bid document.

Sincerely,

Jean Stelatella
Buyer
City of Frisco

Exhibit "B"

SUBMITTAL

pages attached hereto



GENERAL INFORMATION
CITY OF FRISCO, TEXAS
CITY OF FRISCO PURCHASING DIVISION

BID FORM

0901-011

Wrought Iron Fence for Frisco 1 Pump Station
Located at 6309 Custer Road, Frisco, Texas 75034

Item	Description	Cost
1	Black Wrought Iron Fence with 13 Columns & One (1) Manually Operated Gate	51,174

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation For Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder: Sunnyvale Fence Co.
Address of Bidder: 214 E. U.S. Hwy 80 Forney TX 75126
Telephone Number: (972) 226-1981 Fax: (469) 689-0715
E-mail address: Dgregg18car@yahoo.com
By: DAVID GREGG (print name) Cash Discount Terms: _____
Title: VP-Sales Federal ID #/SSN #: 74-2580766
Signature: [Signature]
Acknowledgement of Addenda: #1 [initials] #2 _____ #3 _____ #4 _____ #5 _____



CITY OF FRISCO

COMPETITIVE SEALED BID NUMBER 0901-011

REBID OF A BLACK WROUGHT IRON FENCE FOR FRISCO 1 PUMP STATION LOCATED AT 6309 CUSTER ROAD, FRISCO, TEXAS 75034

BIDDER MUST SUBMIT ORIGINAL BID PLUS ONE "COPY" TO FACILITATE EVALUATION. IF A "COPY" IS NOT SUBMITTED WITH THE ORIGINAL, YOUR BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

The City of Frisco (the "City") is accepting Competitive Sealed Bids for the rebid of an 8 Foot Tall Punched Spear Top Powder Coated Black Wrought Iron Fence with 13 columns and one (1) manually operated 20 foot sliding gate to be installed at Frisco 1 Pump Station, 6309 Custer Road, Frisco, Texas 75034 (Adjoining the Hunter's Creek Subdivision).

A Pre-Bid Meeting is scheduled on 1/16/2009 at 10:00 AM in Conference Room C116 at Frisco City Hall, 6101 Frisco Square Blvd., Frisco, Texas 75034. The City is not conducting a pre-bid site visit for this bid. It is the vendor's responsibility to visit the construction site prior to submitting a bid. Directions to the site from Frisco City Hall are as follows:

Coleman to Main Street. Turn right or travel east on Main Street to Preston Road. Cross over Preston Road, continue traveling east until you get to Custer Road (approximately 6 miles). Turn right or travel south on Custer Road for approximately 1.5 miles until you pass Hunters Creek subdivision. If you reach highway 121 you have passed the Pump Station. Right beyond the Hunters Creek subdivision on the right hand side of the road there is a black asphalt driveway. Turn right onto the black asphalt driveway until you reach a blue gate. Above the blue gate on a pole on the right hand side of the road is the Custer Road Pump Station sign.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

Bid must be received by January 29, 2009 at 2:00 PM BY THE PURCHASING MANAGER'S OFFICE. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.

Bids will be publicly opened and read at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on January 29, 2009 at 2:05 PM.

Write the competitive sealed bid number 0901-011, Rebid of a Black Wrought Iron Fence for Frisco 1 Pump Station and the name of your organization on the outer envelope.

Bids are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a bid. The City reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the City.

SEE ATTACHED SPECIFICATIONS/BID FORM

The successful bidder may be required to execute a written contract.

AFFIDAVIT OF NO PROHIBITED INTEREST
(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: Sunnyvale Fence Co.

Title of Officer: DAVID GREGG VP-Sales

Signature of Contractor: David Gregg

Date: 01/29/09

ACKNOWLEDGMENT

STATE OF TEXAS *

COUNTY OF ~~COLLIN~~ *
KAUFMAN

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of SUNNYVALE Fence Co., for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the 29 day of January,
~~2008~~ 2009.

Sally M. Keonitzer
Signature of Notary Public in and for the State of Texas



STAMP

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship ☐ YES ☐ NO
2. Partnership ☐ YES ☐ NO
3. Corporation ☒ YES ☐ NO

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

VRT Investments DBA Sunnyvale Fence Co.

Is this firm a minority, or woman-owned business enterprise?

☒ NO ☐ YES If yes, specify ☐ MBE ☐ WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ☐ NO ☐ YES

If yes, specify governmental agency: _____

Date of certification: _____

For explanation please see Terms and Conditions Item #43

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY Date Received
1	Name of person doing business with local governmental entity. <i>N/A</i>	
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.) <i>N/A</i>	
3	Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship. <i>N/A</i>	

4	<p>Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.</p> <p>N/A</p>
---	--

Adopted 1/10/2005

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section on if the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No

N/A

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No

N/A

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

N/A

D. Describe each affiliation or business relationship.

N/A

6

Mark D. [Signature]

Signature of person doing business with the governmental entity

01/29/09
Date

Sunnyvale Fence Co.

Adopted 11/02/2005

BIDDER REMINDER LIST:
REQUESTED DOCUMENTATION INCLUDED?
ORIGINAL AND ONE (1) COPY INCLUDED?
ALL BLANKS COMPLETED ON THIS BID FORM?
COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURE?

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Sunnyvale Fence Co.

(Here insert full name and address or legal title of Contractor)

214 E. US Highway 80, Forney, Texas 75126

as Principal, hereinafter called the Principal, and

SureTec Insurance Company

(Here insert full name and address or legal title of Surety)

5741 Legacy Drive, Suite 210, Plano, Texas 75024

a corporation duly organized under the laws of the State of Texas

as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Frisco

(Here insert full name and address or legal title of Owner)

6101 Frisco Square, Frisco, Texas 75034

as Obligor, hereinafter called the Obligor, in the sum of Five percent of the greatest amount bid

Dollars (\$5% G.A.B.),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for

(Here insert full name, address and description of project)

Rebid of Black Wrought Iron Fence for Frisco 1 Pump Station-Competitive Sealed Bid No. 0901-011

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 29th day of January, 2009

Yusef B. Amato
(Witness)

Sunnyvale Fence Co.
(Principal)
David D. Lee
VP Sales
(Title)

Jim Mann
(Witness)

SureTec Insurance Company
Michael B. Hill
(Title)
Michael B. Hill, Attorney-In-Fact

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

William D. Baldwin, Brady K. Cox, Michael B. Hill, Brent E. Baldwin, Brock A. Baldwin

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/10 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 28th day of October, A.D. 2008.



SURETEC INSURANCE COMPANY

By: B.J. King, President

State of Texas
County of Harris

ss:

On this 28th day of October, 2008 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Michelle Denny
Michelle Denny, Notary Public
My commission expires August 27, 2012

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 29th day of January, 20 09, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

<p style="text-align: center;">SureTec Insurance Company THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION</p>
--

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
5000 Plaza on the Lake, Suite 290
Austin, TX 78746

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

**Exclusion of Liability for
Mold, Mycotoxins, Fungi & Environmental Hazards**

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

972-292-5586



mshem@hill-wilkinson.com

PHONE: 972-226-1981

469-689-0710

TOLL FREE: 1-866-569-6320

FAX: 469-689-0715

FAX

JAN 29 2009

TO:

Jean
City of Frisco
Purchasing

FROM:

PHONE:

EMAIL:

David Gregg

C/O Form

DATE:

4/29/09

PAGES (INCLUDING COVER) 1

COMMENTS:

Re: 3 References

① Landmark Structures

contact name: Amy - 817-439-8888

Very pleased - stand behind work Prosper Water Tank & MCI Gunney - completed jobs on time

② Hill & Wilkinson - will be constructing Ronald McDonald fence in Dallas

contact name: Matt Schem - 214-662-2541

Recently received award for (National Award) railing & fencing at the Grand Prairie Ballpark

③ Mario Sinacola & Sons

contact name: Jose Robles - 214-577-2184

Very satisfied

Thank you

Thanks! ☺

Shops @ Legacy Fencing

Bacus Cemetery

Legacy & Bishop N.W. Corner

working with them 9-10 years ago

stand behind their work met or exceeded timelines

David Gregg

Jean Stelatella

From: Hanei, Aimee [ahanei@ldmkusa.com]
Sent: Thursday, January 29, 2009 4:04 PM
To: Jean Stelatella
Subject: Projects representative of Sunnyvale Fence's Work
Attachments: 1201 - Jobsite Map.pdf; 1193 - Jobsite Map.pdf

Good Afternoon Jean,

I am attaching maps to our projects in McKinney and Prosper. Both projects were completed within the last year.

Please let me know if I can be of further assistance. Thanks.

Aimee Hanei
Landmark Structures
817.439.8888 Ext. 252
817.439.9001 (Fax)
ahanei@ldmkusa.com



Prosper, TX

Construction
Site #

1201

401 Craig St
Prosper, TX 75078

LANDMARK

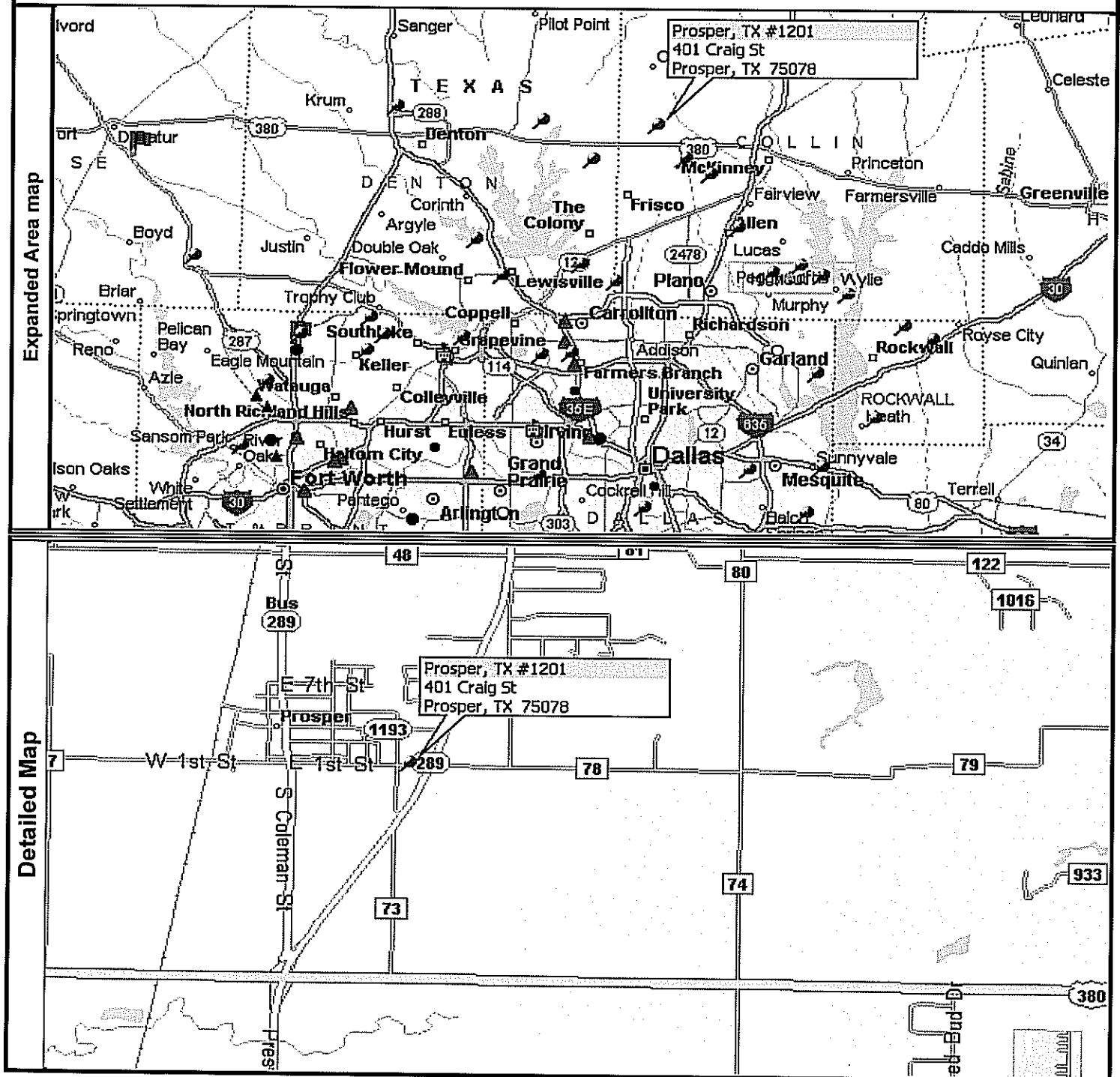
1665 Harmon Road
Fort Worth, Texas
U.S.A., 76177
Tel: (817) 439-8888
Fax: (817) 439-9001

All inquires for directions - Contact Transportation Dept
Office phone : (817) 439-8888 ext 223 or 218

Directions

Between Denton and McKinney on **State Hwy 380**, (20 miles east of Denton) Turn North on **FM-289 (Preston Rd)**, Go North just over 1 mile, turn Left (West) on **E. 1st St**, go 1 block, turn Left (South) on **Craig St**. Turn Left into Site.

Job site is on South-East Corner of E.1st St and Craig St with entrance off Craig St.



McKinney, TX

LANDMARK

Construction
Site #

1193

10150 Westridge Blvd
McKinney, TX 75070

1665 Harmon Road
Fort Worth, Texas
U.S.A., 76177
Tel: (817) 439-8888
Fax: (817) 439-9001

All inquires for directions - Contact Transportation Dept
Office phone : (817) 439-8888 ext 223 or 218

Directions

From Hwy 380, 25 miles East of Denton, or about 5-1/2 miles West of Hwy 75 in McKinney, Go South on FM-2478 / Custer Rd, 2 miles, Turn Right (West) on County Rd 115 / Westridge Blvd. Go West 1 mile, cross over Independence Pkwy, go about 1/4 mile. Job will be on the left (South) side of the road

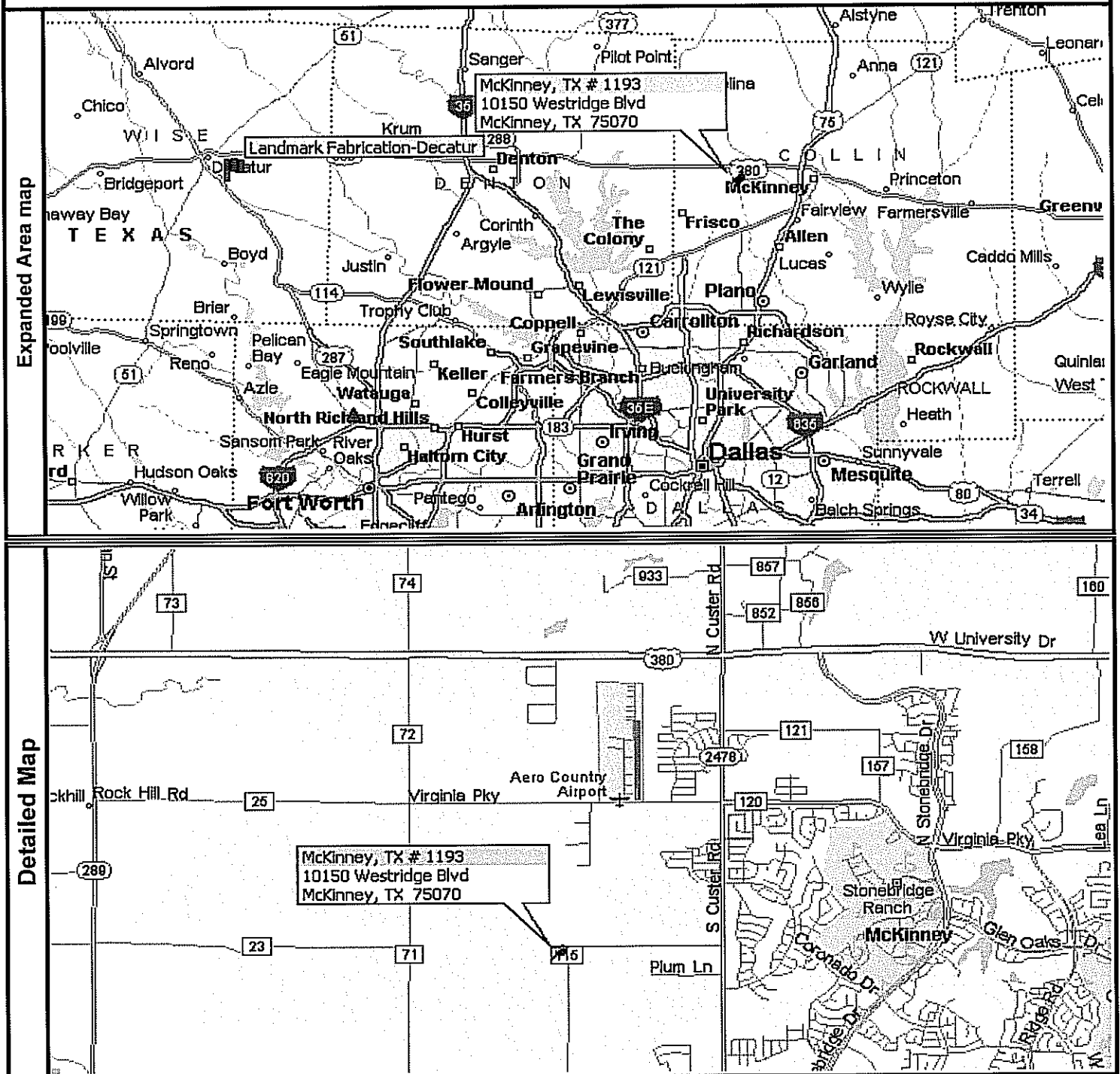


EXHIBIT "C"

SCOPE OF SERVICES

[] pages attached hereto

**SCOPE OF SERVICES
SPECIFICATION FOR BID #0901-011**

CITY OF FRISCO 8 FOOT TALL PUNCHED SPEAR TOP POWDER COATED BLACK WROUGHT IRON FENCE WITH 13 COLUMNS AND ONE MANUALLY OPERATED 20 FOOT SLIDING GATE FOR FRISCO 1 PUMP STATION LOCATED AT 6309 CUSTER ROAD, FRISCO, TEXAS 75034. THE VENDOR IS RESPONSIBLE FOR CALLING THE CITY (972.292.5820) FOR LINE LOCATES AND 1800.344.8377 FOR DIGG TESS BEFORE STARTING TO DIG THE PIERS FOR THE COLUMNS.

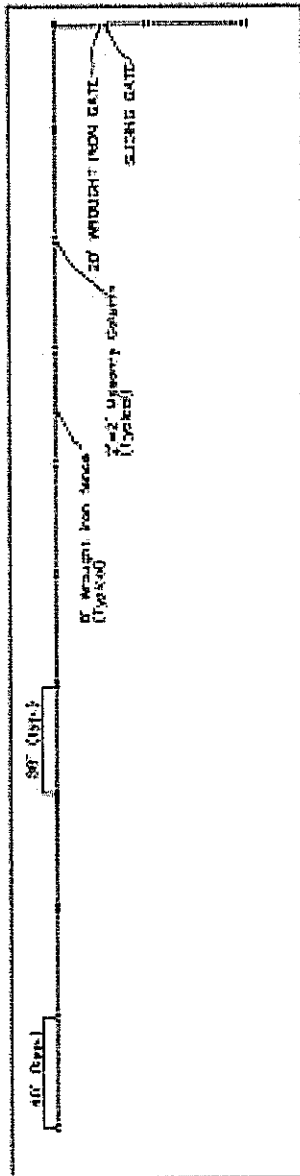
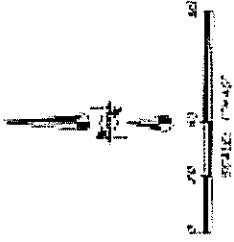
QUESTIONS REGARDING THIS BID MUST BE EMAILED TO JSTELLATELLA@FRISCOTEXAS.GOV.

FENCE

The fence will be powdered coated black wrought iron, 8 foot tall, punched spear top, and 3 inch x 3 inch 14 gauge posts set in 48 inches of concrete. All posts will be set 8 feet on centers. Pickets will be 16 gauge 3/4 inch with twelve inches from point to top rail. There will be two (2) rails, top and bottom rails will be 14 gauge 1-1/2 inch square tubing. There will be a 12 inch wide mow strip under the fence. The overall dimensions of the fence including the gate and columns will be approximately 480 linear feet. Refer to Fence Perimeter drawing and 8 Foot Tall Punched Spear Top Drawing below. Electronic versions of the drawings can be downloaded from the website www.friscotexas.gov. Click on Departments, then Purchasing, then current bids.

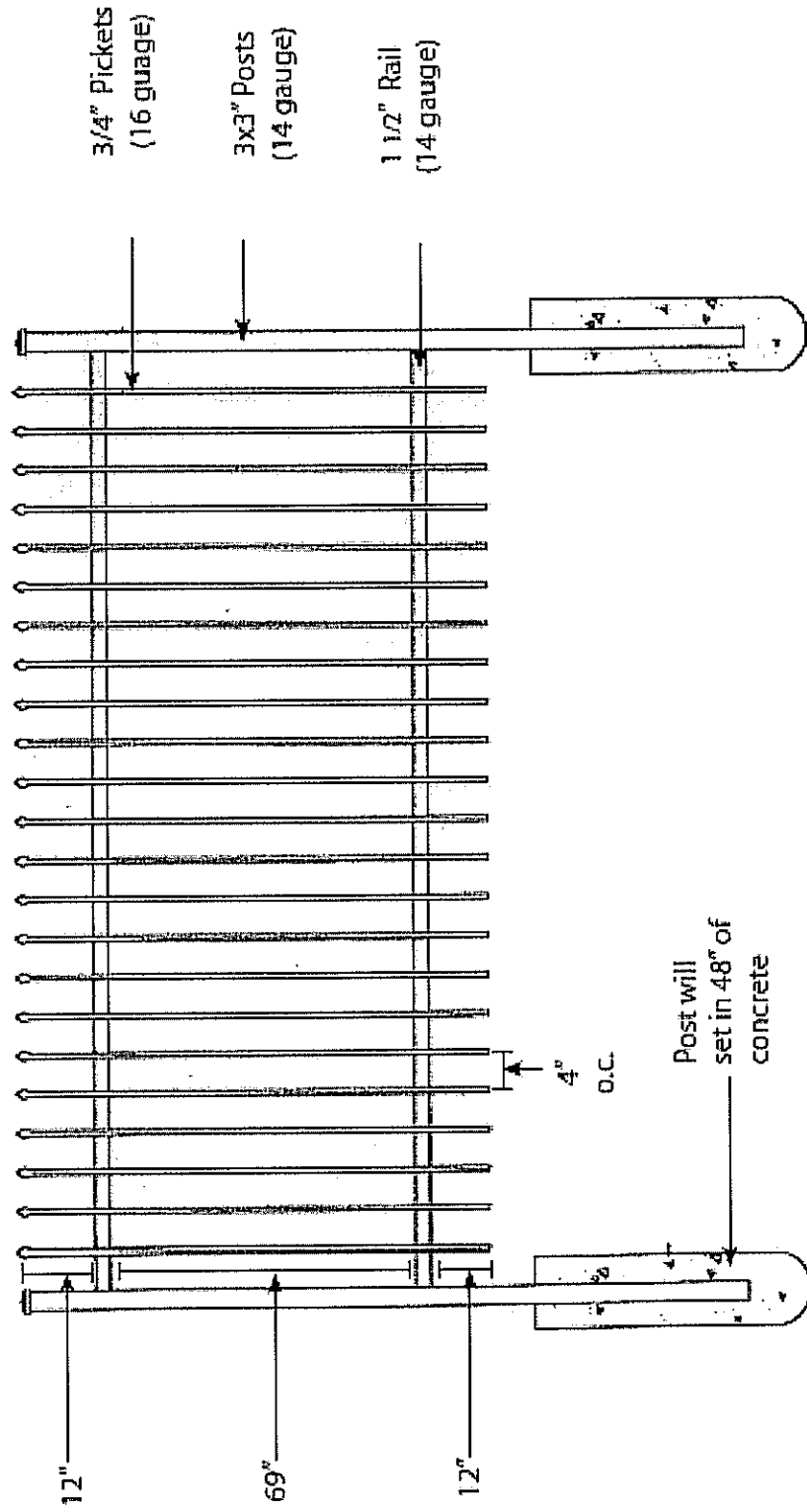
THE LOCATION OF TRENCHES, PIPES, ETC. IN THESE PLANS IS APPROXIMATE. ALL TRENCHES MUST BE LOCATED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ALL NECESSARY INFORMATION FROM THE CITY OF PHOENIX. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE CITY OF PHOENIX. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE CITY OF PHOENIX.

CONSTRUCTION/GENERAL NOTES:
1. The contractor must maintain the City of Phoenix General Sewer Characterization Information and Construction Information.



PROJECT NO. 100-100-100-100 PROJECT NAME: 100-100-100-100 CITY OF PHOENIX PROJECT NO. 100-100-100-100 PROJECT NAME: 100-100-100-100 CITY OF PHOENIX	
PROJECT NO. 100-100-100-100 PROJECT NAME: 100-100-100-100 CITY OF PHOENIX	PROJECT NO. 100-100-100-100 PROJECT NAME: 100-100-100-100 CITY OF PHOENIX

8' Tall Punched Spear Top Powder Coated Black



Blank Page

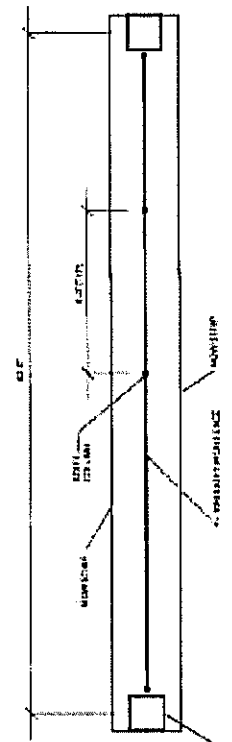
COLUMNS

THE VENDOR IS RESPONSIBLE FOR CALLING THE CITY (972.292.5820) FOR LINE LOCATES AND 1800.344.8377 FOR DIGG TESS BEFORE STARTING TO DIG THE PIERS FOR THE COLUMNS.

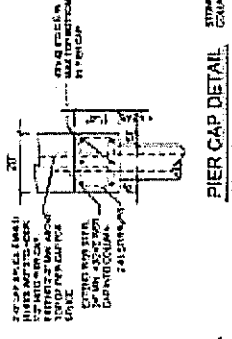
The Design engineering firm, C&C Engineering, Inc. and the City of Frisco Project Coordinator must be present for the construction of the first column. The City of Frisco Project Coordinator will be the Point of Contact for the vendor and the Design engineering firm and is responsible for contacting and scheduling all site visits and inspections. The frequency of column inspections by the Design engineering firm will be at the discretion of the City of Frisco Project Coordinator. There will be 13 columns spaced 40 feet apart. The columns will be 2 feet x 2 feet x 8 feet, made of concrete masonry unit (CMU) concrete block with stone veneer and pre-cast concrete caps that match the color of the stone veneer in the adjoining Hunters Creek subdivision, with 3 inch x 3 inch posts on both sides of the columns. The stone veneer on the columns must match the stone veneer on the columns in the adjoining Hunters Creek subdivision. The fence will be connected to the 3 inch x 3 inch posts. Refer to Foundation Plan for the Pier and Column Design below. Electronic versions of the drawings can be downloaded from the website www.friscotexas.gov. Click on Departments, then Purchasing, then current bids.

Blank Page

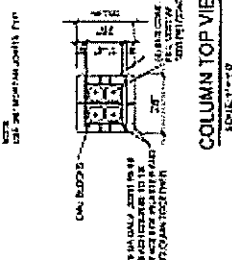
C & C ENGINEERING 11651 PLANO ROAD #200 DALLAS, TEXAS 75243 214-343-1100 FAX 214-343-1101		PLAN: PUMP STA - WATER STORAGE FACILITY SHEET: 1 OF 1 DATE: 12/14/08	PROJECT: 08-00000000 CLIENT: 08-00000000 CITY: 08-00000000 COUNTY: 08-00000000 STATE: 08-00000000
--	--	--	---



TOP VIEW
SCALE: 1/8" = 1'-0"

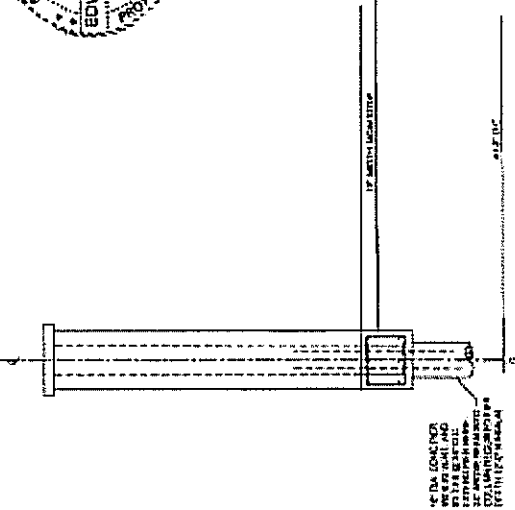


PIER CAP DETAIL
SCALE: 1/8" = 1'-0"

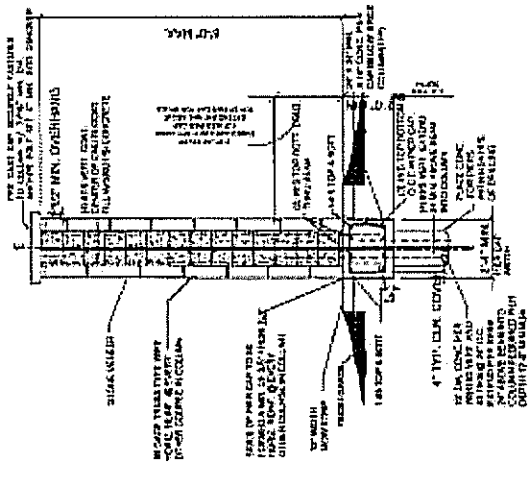


COLUMN TOP VIEW
SCALE: 1/8" = 1'-0"

NOTE:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER.
 4. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER.
 5. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER.
 6. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER.
 7. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER.
 8. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER.
 9. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER.
 10. ALL DIMENSIONS ARE TO BE VERIFIED BY THE FIELD ENGINEER.



TYPICAL ELEVATION
SCALE: 1/8" = 1'-0"



COLUMN SECTION
SCALE: 1/8" = 1'-0"

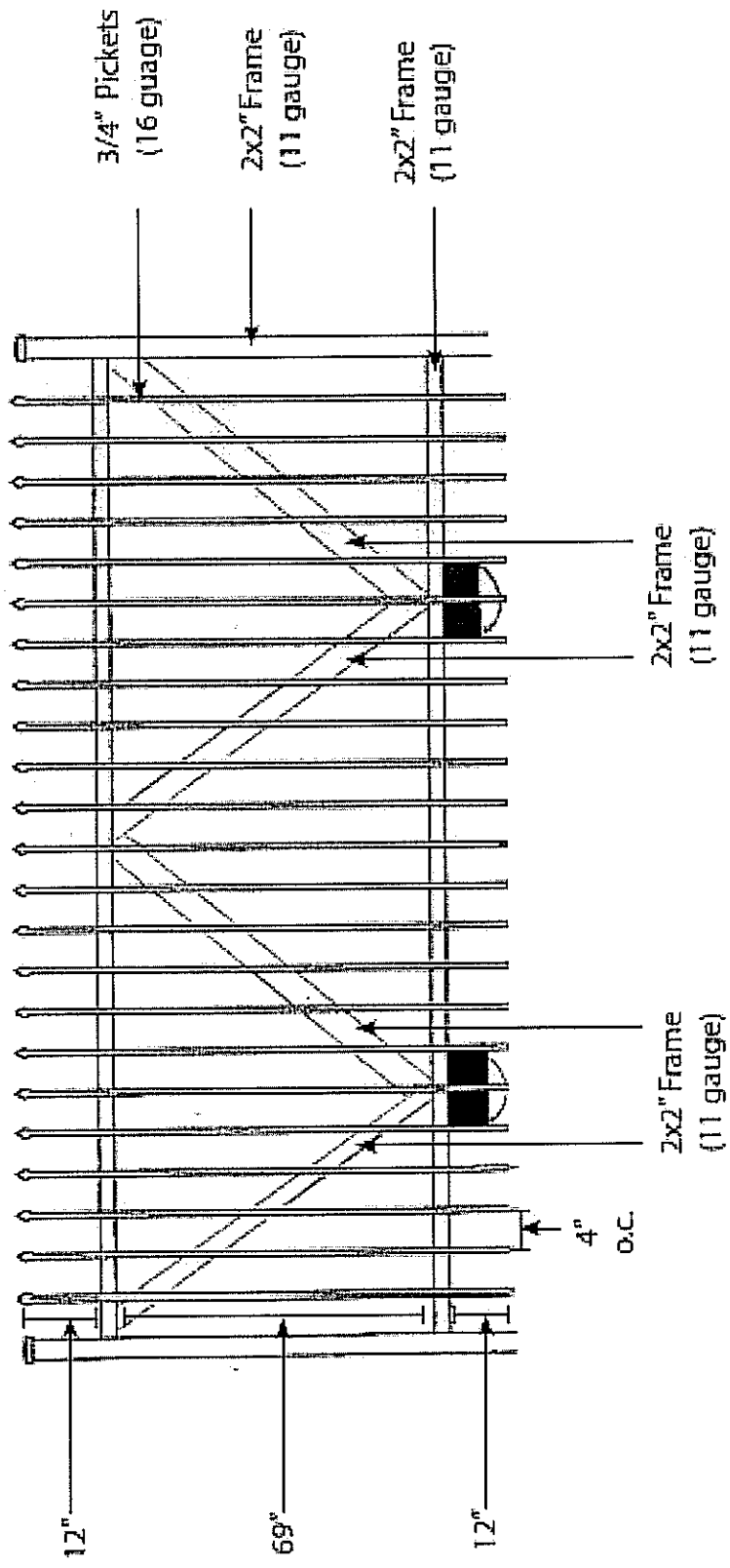
MANUAL OPERATED 20 FOOT SLIDING GATE

There will be one manual operated 20 foot sliding gate set on V-Groove, Steel Power Wheels, 6 inch x 1-3/4 inch maintenance free sealed ball bearings 5/8 inch diameter axle set with a steel V-groove box 11 gauge set on a V Track 1 inch angle 4 inch x 1/4 inch thick plate utilizing a 6 inch rubber guide roller. The gate frame and bracing will be 2 inches x 2 inches, 11 gauge with 3/4 inch 16 gauge pickets. The gate will require 3 each 4 inch x 4 inch 1/4 inch thick posts powder coated black.. Refer to the 20 Foot Long Slide Gate Drawing below. Electronic versions of the drawings can be downloaded from the website www.friscotexas.gov. Click on Departments, then Purchasing, then current bids.

20' Long Slide Gate

Powder Coated Black

(Gate requires 3 each 4"x4"x 1/4" thick posts)



INSPECTIONS

Prior to pouring concrete for the piers, the City's Design Engineer, C&C Engineering, Inc. must be contacted (972.680.2121) to schedule an inspection of the holes and the steel reinforcement bars.

BONDING REQUIREMENTS

Bids must be accompanied by a cashiers check or certified check upon a national bank, or a bid bond from a reliable surety company in an amount not less than five percent (5%) of the total maximum bid price, as a guarantee that the bidder will enter into a contract and execute a performance bond and a payment bond within (10) days after notice of award of contract to him. A performance bond will be required for all contracts over \$100,000.00 and a payment bond will be required for all contracts over \$25,000.00. A separate maintenance bond may be required for all contracts less than \$100,000.00. Otherwise, it is included with the performance bond. Payment bonds are to be for one hundred percent (100%) of the contract price. **A five percent (5%) BID BOND or CASHIERS CHECK must be submitted with the bid package**

PERMIT REQUIREMENTS

Building and Right-Of-Way permits are required. The vendor is responsible for obtaining the permits. The fees will be waived by the City

LINE LOCATES AND DIGG TESS

The vendor is responsible for calling the city (972.292.5820) for line locates and 1800.344.8377 for Digg Tess before starting to dig the piers for the columns.

FIRE HYDRANT METER

The City will provide the vendor with a fire hydrant meter.

CLARIFICTION:

- 1) All fence post holes shall be 12" diameter, 48" deep with 5 sack, 3000 psi concrete at 28 days. No steel reinforcement is required inside the holes. Mow strip shall also be 5 sack, 3000 psi concrete at 28 days.
- 2) Fence posts will be installed adjacent to columns with no more than 4" gap between post and column. The posts will not be attached to the columns.
- 3) The Contractor shall saw cut and remove the existing asphalt paving to install a 36" wide by 12" thick concrete strip for the gate track. The concrete shall have four (4)

#4 bars top and four (4) #4 bars bottom with #3 ties 18" on center. The concrete shall be 5 sack 3000 psi concrete at 28 days.

- 4) Pier depth is from the bottom of the pier cap (column design).
- 5) Pier depth is 12" into rock or 12' which ever is less (column design).
- 6) Note #7 on the Column schematic is not applicable to this project and should be ignored.
- 7) The overall dimensions of the fence including the gate and columns will be 480 linear feet.
- 8) The tree at the end of the wooden fence will stay. It will not be removed. Construction will start 18" off of the existing tree.
- 9) The Contractor will not be required to connect the existing chain link fence to the new black wrought iron fence. The City will connect the chain link fence to the new black wrought iron fence.

ADDITIONS:

A list of a minimum of three references for construction of wrought iron fence jobs of similar design that were completed within the last three years. Include the names of the customers, phone numbers, and points of contact.